

Exhibit 1

Terrordome Music Publishing, LLC.
c/o Reach Global, Inc.
445 Park Avenue, 9th Floor
New York, NY 10022

AGREEMENT made as of this 22nd day of October 2001, by and between Terrordome Music Publishing, LLC, 445 Park Avenue, New York, New York 10022 ("Publisher") and Bring The Noize Music, Inc. ("Company").

WHEREAS, Publisher is engaged in the music publishing business and wishes to publish and administer certain musical compositions owned or controlled by Company on the terms and conditions contained herein; and

WHEREAS, Company wishes to have Publisher publish and administer such musical compositions on such terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

1) As of the date hereof, Company hereby irrevocably and absolutely assigns, conveys and sets over unto Publisher, its affiliates, successors and assigns for the full term of the copyright and any extensions, renewals, restorations and revised terms thereof (the "Term"):

(i) an undivided one-hundred (100%) percent interest in all worldwide right, title, interest, and ownership of every nature, kind and description in and to Company's share of all songs commercially released prior to the date of this agreement, including those songs listed on the attached Schedule "A" (hereinafter referred to as the "Songs"), including all versions and derivative works of the Songs and all copyrights or income participation rights in such other versions or derivative works; all causes of action for infringement of the same, past present and future; all proprietary rights; and all other rights (existing, contingent, expectant or otherwise) whether now or hereafter known to with respect thereto; and all the results and proceeds from the foregoing accrued and unpaid and hereafter accruing; and

(ii) sole and exclusive administration rights in and to the Songs and to collect all royalties and fees (including royalties and fees accrued, earned or payable prior to the date of this agreement) with respect thereto throughout the world. Without limiting the generality of the foregoing, Publisher shall have the sole and exclusive right to sell, lease, license, print, publish and otherwise dispose of any and all rights in the Songs, to execute in its own name any and all licenses and agreements whatsoever affecting or respecting the Songs or any interest therein, including, without limitation, licenses for mechanical, electrical, print or other reproduction, public performance, synchronization, audio-visual, internet uses, dramatizations, and

subpublication, in all media now known or hereafter devised throughout the world; and to administer all licenses and agreements heretofore made by or on behalf of the Company; and to collect, hold and distribute any sums realized therefrom. Without limiting the above, Publisher has the right to directly collect, register and index in its own name one-hundred (100%) percent of mechanical rights income and no less than fifty percent (50%) or six-twelfths (6/12) of performance rights income from the international rights societies on behalf of Company.

2) Company will execute and deliver to Publisher such instruments of transfer and other documents regarding the rights of Publisher in the Songs as Publisher may reasonably request to carry out for the purposes of this agreement (including, without limitation, the Direction Letter and Assignment of Copyright annexed hereto), and with respect to each document that Company fails to sign and return to Publisher within 10 days after Publisher has submitted that document to Company, Publisher may sign that document in the name of Company and make appropriate disposition of that document.

3) INTENTIONALLY DELETED

4) (i) In further consideration of this agreement, Publisher shall retain an amount equal to fifty (50%) percent of all gross sums generated by the Songs. Conditioned upon compliance by Company with the material terms, conditions, representations, warranties and agreements made by Company in this agreement, Publisher agrees to pay to Company, and Company agrees to accept in full payment, an amount equal to fifty (50%) percent of all gross sums earned by the exploitation of the rights granted under this agreement and actually received by Publisher in U.S. dollars in the U.S.A.

(ii) Company's share of the gross sums are payable to Company after deducting: (a) charges made by mechanical licensing societies and/or performing rights societies; (b) subpublishers' fees and/or foreign collection commissions (c) any income or other tax (including withholding taxes and V.A.T.) as required by the taxing authorities in each country; (d) foreign exchange fees and international bank wire transfer fees; (e) copyright registration fees; and (f) an administration fee of ten (10%) percent.

(iii) (a) With respect to performance income (it being understood that only the composers and authors (the "Writers") of the Songs shall collect and be entitled to retain 100% of their so-called writer's share of performance income directly), Publisher shall retain one-hundred (100%) percent of all sums (i.e., so called "Publisher's Share") earned in lieu of the provisions set forth in paragraph 4(i) above. If Publisher collects the writer's share of performance income, Reach shall forward the writer's share to Writers without any deduction.

(b) If Writers are not writer members in good standing at ASCAP, BMI or SESAC, or if Writers are unrepresented by a performance rights society in any territory of the world, Writer hereby authorizes Publisher to index the applicable Songs and to collect performance royalties solely in the name of Reach, subject to the payment of royalties pursuant to paragraph 4(iii)(a).

(iv) INTENTIONALLY DELETED

5) If Company receives any royalties or other compensation of any kind with respect to the Songs (excluding the so-called writer's share of performance income) from any source other than Publisher during the Term, Company agrees to pay over to Publisher all such sums, together with any accounting statement. If Company does not pay over to Publisher such sums, Publisher can deduct these sums from the payment of royalties to Company.

6) (i) Publisher shall keep true and correct accounts, books and records. Royalty statements and payments made by Publisher to Company shall be made within ninety (90) days after the end of each semi-annual accounting period ending December 31st and June 30th. Company warrants and represents that all royalties due Writers with respect to the Songs through the date hereof have been paid in full. Upon written notice by Company, Publisher shall account and pay royalties directly to the Writers from the share of royalties due to Company. In lieu of written instructions, Company is responsible for accounting and paying the Writers.

(ii) Each accounting and payment, in the absence of written objection thereto, shall become final within two (2) years of the rendering of each such royalty statement. A certified public accountant on Company's behalf shall have the right to audit our books and records as to each statement within the two year time period as stated in the preceding sentence. Company shall be entitled to conduct such an examination not more than once during any calendar year and not more than once as to any single statement. Such examination shall take place at Publisher's place of business during normal business hours upon thirty (30) days prior written notice to Publisher. Company shall be foreclosed from maintaining any action, claim or proceeding relating to any accounting rendered hereunder unless it is commenced against Publisher in a court of competent jurisdiction within two (2) years after the date Company has delivered its written objection to Publisher hereunder.

7) Company warrants and represents that it has caused the Writers to execute valid and binding exclusive songwriter agreements, the term of which exclusive songwriter agreements are for at least as long as the term hereof. Company shall provide

Publisher with copies of such agreements upon demand therefore by Publisher. Company shall not, during the term hereof, modify, amend nor breach such exclusive songwriter agreements nor release Writers or any of them from such exclusive songwriter agreements without the approval of Publisher in writing. Company represents, warrants and covenants that it will enforce all rights acquired by it pursuant to such exclusive songwriter agreements between it and the Writers. In the event of Company's failure or refusal to enforce such agreements, Publisher shall have, and Company hereby assigns to Publisher, the right to enforce such exclusive songwriter agreements in the place and stead of Company for the benefit of Company and Publisher as their interests may appear.

8) (i) Company warrants and represents that it controls no less than the percentages listed on the attached Schedule "A".

(ii) If, after signature of this agreement, it is determined that Company controls less than the Song percentages listed on the attached Schedule "A", then Publisher shall be "made whole" of this diminution by increasing its copyright ownership and the share it retains from the gross sums payable to Company, in order to equal the original ownership and sums Publisher would have earned if the original percentage splits in Schedule "A" would have been adhered to.

9) INTENTIONALLY DELETED

10) Company hereby grants Publisher the right to use the names (including any professional or fictitious names) heretofore and hereafter adopted by the Company or Writers, likenesses and biographical information concerning the Company or Writers for the purposes of advertising, promotion and trade.

11) This Agreement; which shall be binding upon Company's respective parents, affiliates, successors and assigns; is the entire agreement between the parties with respect to the subject matter hereof and shall not be modified, except by an instrument in writing, signed by each of the parties. The parties hereto are independent contractors and nothing contained herein shall be construed a joint venture or partnership between the parties.

12) In the event that Publisher enters into any suit or proceeding to protect or enforce the rights granted to it hereunder, and in the event of any recovery therefrom, the proceeds thereof, after deduction from the gross amount thereof of all direct, out-of-pocket expenses of litigation (including, but not limited to, reasonable outside attorneys' fees, legal expenses and court costs) shall be divided between Publisher and Company in the same percentages as provided in paragraph 4 of this agreement.

13) Pursuant to a co-publishing/co-administration agreement as of August 1992, by and between Def Jam Music, Inc. and Bring The Noize Music, Inc., Company warrants and represents that it has the full right, power and authority to enter into this agreement and to grant Publisher the rights herein granted. Furthermore, Company warrants and represents (i) that each of the Songs shall be original and shall not infringe upon any other work; (ii) the exercise by Publisher of any and all of the rights granted to Publisher in this agreement will not violate or infringe upon any common law or statutory rights of any person or entity, including, without limitation contractual rights, copyrights, and rights of privacy; (iii) that the rights granted herein are free and clear of any unrecouped advances, claims, demands, actions, liens or encumbrances; (iv) that there are no suits, claims actions or other legal or administrative proceedings involving Company, the Writers, or the Songs, now pending or treated, nor is there any basis therefore; and (v) there are no existing administration, publishing or subpublishing agreements that are currently in effect with respect to the Songs.

14) Company agrees to and does hereby indemnify, save and hold Publisher harmless from and against any and all loss and damage (including, without limitation, reasonable attorneys' fees and legal costs) arising out of or connected with the Songs or any claim which is inconsistent with any of the warranties, representations, covenants or agreements made by Company in this agreement. Company agrees to reimburse Publisher on demand for any payments made by Publisher at any time after the date hereof and for any loss or damage of any kind or nature incurred by Publisher with respect to any liability or claim to which the foregoing indemnity relates. Pending the determination of any such claim, Publisher may withhold the payment of royalties, including, without limitation, any Writer's share of royalties to the extent that the Writer is the writer of a Song subject to this indemnity or in the event the Writer or a person or entity owned or controlled by the Writer or an affiliate thereof is a member of Company, in an amount reasonably related to potential liability of Company under this indemnity, including direct, out-of-pocket legal costs expended by Publisher. Publisher shall give Company notice of any such claim to which the foregoing indemnity applies and Company shall have the right to participate in the defense thereof, at its sole costs and expense, provided, that Publisher shall retain control of such defense.

15) Company agrees that in the event, in the opinion of Company, Publisher has breached this agreement, Company shall deliver to Publisher by registered mail, return receipt requested, a written notice specifying all such alleged breach and Publisher shall have sixty (60) days from the receipt by Company of such written notice to substantially cure such alleged breach. Such alleged breach shall not be grounds for any action, claim or proceeding, whether at law or in equity, with respect to this agreement until the expiration of said sixty (60) day period

and unless during said sixty (60) day period Publisher has not substantially cured same.

16) This agreement is being entered into and shall be construed in accordance with the laws of the State of New York as if it were entered into and wholly executed in the State of New York. All judicial proceedings brought against a party with respect to this agreement or any related document may be brought in any state or federal court of competent jurisdiction in the County of New York in the State of New York and by its execution and delivery of this agreement, each of the parties accepts, for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any final judgment rendered thereby in connection with this agreement or any of the other related documents from which no appeal has been taken or is available. Each of the parties hereby irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, or by overnight courier, to its notice address hereunder, such service to become effective five (5) business days after such mailing or on the next business day if sent by overnight courier. Nothing herein shall affect the right to serve process in any other manner permitted by law.

17) If in any jurisdiction, any provision of this agreement or its application to any party or circumstance is prohibited, unenforceable or otherwise restricted, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction and without affecting the validity or enforceability of such provision in any other jurisdiction or its application to other parties or circumstances. In addition, if any one or more of the provisions contained in this agreement shall for any reason in any jurisdiction be held to be excessively broad as to time, duration, scope, activity or subject, it shall be construed, by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law of such jurisdiction as it shall then appear.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

TERRORDOME MUSIC PUBLISHING, LLC

By: _____
Michael Closter

BRING THE NOIZE MUSIC, INC.

By: _____
Carlton Ridenhour

DIRECTION LETTER

As of October 22, 2001

To: All Record Manufacturers
Licensed to Mechanically
Reproduce Compositions

All Performing Rights Societies

All Other Parties of Interest:

Please be advised that Bring The Noize Music, Inc. has entered into an exclusive publishing and administration agreement with Terrordome Music Publishing, LLC., its affiliated companies, successors and assigns for the territory of the world with respect to the following compositions listed on the attached Schedule "A", that are written, owned and/or controlled, in whole or in part, by the undersigned, including any other versions, covers or derivative works thereof.

You are hereby authorized and directed to address all related correspondences, inquiries and royalty statements and payments (regardless of when earned) to:

TERRORDOME MUSIC PUBLISHING, LLC
c/o Reach Global, Inc.
445 Park Avenue, 9th Floor
New York, New York 10022
Attn: Michael Closter

Any such payments made by you pursuant to this authorization shall discharge you of any obligation to make any such payments to the undersigned.

Terrordome Music Publishing may now be listed on all licenses, statements and registrations, and replace Bring The Noize Music, Inc.

The foregoing authorization shall remain in full force and effect for the full term of copyright, including any extensions and renewals.

Sincerely,



Carlton Ridenhour
Bring The Noize Music, Inc.

ASSIGNMENT OF COPYRIGHT

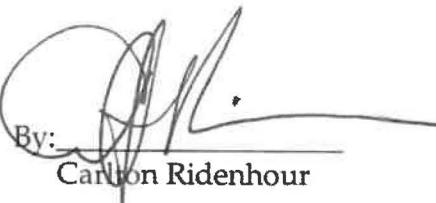
In consideration of the sum of one (\$1.00) dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Bring The Noize Music, Inc. hereby sells, assigns, transfers and sets over unto TERRORDOME MUSIC PUBLISHING, LLC., its affiliates, successors and assigns, an undivided one-hundred (100%) percent interest in all of the undersigned's right, title and interest of whatsoever kind or nature in and to the musical compositions listed on the attached Schedule "A", including, but not limited to, the undersigned's ownership of the copyright therein and all rights to and under the copyright for the full term of the copyright and any extensions, renewals or revised terms thereof in the United States and elsewhere throughout the world; all versions and derivative works of said composition and all copyrights in such other versions or derivative works; all causes of action for infringement of the same, past present and future; all proprietary rights; and all other rights (existing, contingent, expectant or otherwise) whether now or hereafter known to with respect thereto; and all the results and proceeds from the foregoing accrued and unpaid and hereafter accruing.

Bring The Noize Music, Inc. and Terrordome Music Publishing, LLC. have entered into a formal agreement, dated October 22, 2001 (the "Agreement") relating to the transfer of the foregoing rights, which rights are more fully described in the Agreement, and this instrument is expressly made subject to all of the terms, conditions and provisions contained in the Agreement.

If any provision of the assignment shall be held void, invalid or inoperative, no other provision of this instrument of transfer shall be affected as a result thereof and, accordingly; the remaining provisions of this instrument of transfer shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 22nd day of October 2001.

BRING THE NOIZE MUSIC, INC.

By: 
Carlton Ridenhour

Schedule "A" (consisting of 2 pages below)

Page 1

Made part of the Assignment of Copyright and Direction Letter dated October 22, 2001 by and between

Bring the Noize Music, Inc. and Terrordome Music Publishing LLC

SONGS (musical compositions)	ARTIST (first performed)	ALBUM (Primary Release)	Initial Year of Release
You're Gonna Get Yours	Public Enemy	Yo! Bum Rush the Show	1987
Sophisticated Bitch	Public Enemy	Yo! Bum Rush the Show	1987
Miuzi Weighs A Ton	Public Enemy	Yo! Bum Rush the Show	1987
Timebomb	Public Enemy	Yo! Bum Rush the Show	1987
Too Much Posse	Public Enemy	Yo! Bum Rush the Show	1987
Righstarter (Message To A Black Man)	Public Enemy	Yo! Bum Rush the Show	1987
Public Enemy No.1	Public Enemy	Yo! Bum Rush the Show	1987
M.P.E.	Public Enemy	Yo! Bum Rush the Show	1987
Yo! Bum Rush The Show	Public Enemy	Yo! Bum Rush the Show	1987
Raise The Roof	Public Enemy	Yo! Bum Rush the Show	1987
Megablast	Public Enemy	Yo! Bum Rush the Show	1987
Terminator X Speaks With His Hands	Public Enemy	Yo! Bum Rush the Show	1987
Countdown To Armageddon	Public Enemy	It Takes a Nation of Millions to Hold Us Back	1988
Bring The Noise	Public Enemy	It Takes a Nation of Millions to Hold Us Back	1988
Don't Believe The Hype	Public Enemy	It Takes a Nation of Millions to Hold Us Back	1988
Cold Lampin With Flavor	Public Enemy	It Takes a Nation of Millions to Hold Us Back	1988
Terminator X To The Edge of Panic	Public Enemy	It Takes a Nation of Millions to Hold Us Back	1988
Mind Terrorist	Public Enemy	It Takes a Nation of Millions to Hold Us Back	1988
Louder Than A Bomb	Public Enemy	It Takes a Nation of Millions to Hold Us Back	1988
Caught, Can We Get A Witness	Public Enemy	It Takes a Nation of Millions to Hold Us Back	1988
Show 'Em Watcha Got	Public Enemy	It Takes a Nation of Millions to Hold Us Back	1988
She Watch Channel Zero	Public Enemy	It Takes a Nation of Millions to Hold Us Back	1988
Night Of The Living Baseheads	Public Enemy	It Takes a Nation of Millions to Hold Us Back	1988
Black Steel In The Hour Of Chaos	Public Enemy	It Takes a Nation of Millions to Hold Us Back	1988
Security Of The First World	Public Enemy	It Takes a Nation of Millions to Hold Us Back	1988
Rebel Without A Pause	Public Enemy	It Takes a Nation of Millions to Hold Us Back	1988
Prophets Of Rage	Public Enemy	It Takes a Nation of Millions to Hold Us Back	1988
Party For Your Right To Fight	Public Enemy	It Takes a Nation of Millions to Hold Us Back	1988
Brothers Gonna Work It Out	Public Enemy	Fear of a Black Planet	1990
911 Is A Joke	Public Enemy	Fear of a Black Planet	1990
Incident At 66.6 FM	Public Enemy	Fear of a Black Planet	1990
Welcome To The Terrordome	Public Enemy	Fear of a Black Planet	1990
Meet The G That Killed Me	Public Enemy	Fear of a Black Planet	1990
Pollywanacraka	Public Enemy	Fear of a Black Planet	1990
Anti-Nigger Machine	Public Enemy	Fear of a Black Planet	1990
Burn Hollywood Burn	Public Enemy	Fear of a Black Planet	1990
Power To The People	Public Enemy	Fear of a Black Planet	1990
Who Stole The Soul?	Public Enemy	Fear of a Black Planet	1990
Fear Of A Black Planet	Public Enemy	Fear of a Black Planet	1990
Revolutionary Generation	Public Enemy	Fear of a Black Planet	1990
Can't Do Nuttin' For Ya Man	Public Enemy	Fear of a Black Planet	1990
Reggie Jax	Public Enemy	Fear of a Black Planet	1990
B Side Wins Again	Public Enemy	Fear of a Black Planet	1990
War at 33 1/3	Public Enemy	Fear of a Black Planet	1990
Final Count Of The Collision Between us and The Damned	Public Enemy	Fear of a Black Planet	1990
Fight The Power	Public Enemy	Fear of a Black Planet	1990
Lost At Birth	Public Enemy	Apocalypse 91...The Enemy Strikes Black	1991

Schedule "A" (consisting of 2 pages below)

Page 2

Made part of the Direction Letter and Assignment of Copyright dated October 22, 2001 by and between

Bring the Noize Music, Inc. and Terrordome Music Publishing LLC

SONGS (musical compositions)	ARTIST (first performed)	ALBUM (Primary Release)	Initial Year of Release
Rebirth	Public Enemy	Apocalypse 91...The Enemy Strikes Black	1991
Nighttrain	Public Enemy	Apocalypse 91...The Enemy Strikes Black	1991
Can't Truss It	Public Enemy	Apocalypse 91...The Enemy Strikes Black	1991
I Don't Wanna Be Called Yo Niga	Public Enemy	Apocalypse 91...The Enemy Strikes Black	1991
How To Kill A Radio Consultant	Public Enemy	Apocalypse 91...The Enemy Strikes Black	1991
By The Time I Get To Arizona	Public Enemy	Apocalypse 91...The Enemy Strikes Black	1991
Move!	Public Enemy	Apocalypse 91...The Enemy Strikes Black	1991
1 Million Bottlebags	Public Enemy	Apocalypse 91...The Enemy Strikes Black	1991
More News At 11	Public Enemy	Apocalypse 91...The Enemy Strikes Black	1991
Shut 'Em Down	Public Enemy	Apocalypse 91...The Enemy Strikes Black	1991
A Letter To The New York Post	Public Enemy	Apocalypse 91...The Enemy Strikes Black	1991
Get The Fuck Outta Dodge	Public Enemy	Apocalypse 91...The Enemy Strikes Black	1991